

WEST MAUI MOUNTAINS WATERSHED PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the 20th day of November, 1998, by and between the C. Brewer and Company, Limited, Kamehameha Schools Bishop Estate, Maui Land & Pineapple Company, Inc., Amfac/JMB Hawaii, L.L.C., Maui County Board of Water Supply, the State of Hawaii Department of Land and Natural Resources, and The Nature Conservancy as major landowners and the County of Maui herein known as the "WEST MAUI MOUNTAINS WATERSHED PARTNERSHIP" (WMMWP) and hereinafter called the "PARTNERS", agree to participate in cooperative management activities of the West Maui Mountains watershed.

WHEREAS, the West Maui Mountain forests are a primary water resource for the island of Maui; and

WHEREAS, active management is needed to maintain a healthy forested watershed to sustain the future quality and quantity of Maui's water supply; and

WHEREAS, active management of these forested watersheds would also benefit Hawaii's native flora and fauna; and

WHEREAS, active management of the West Maui Mountains watershed is also important to the programs of each the PARTNERS; and

WHEREAS, many of the lands managed by the PARTNERS share common boundaries (see Exhibit A); and

WHEREAS, many of the threats to the forested watershed, such as feral ungulates, fire, insects, diseases, and invasive non-native plants, occur across these common boundaries; and

WHEREAS, significant economic and staffing advantages will accrue to the PARTNERS if the management of these threats is shared; and


WHEREAS, effective management is best achieved through the coordinated actions of all major landowners in the watershed.


NOW, THEREFORE, the PARTNERS hereby agree in principle as follows:

- 1. To develop jointly, a West Maui Mountains watershed management plan, to be reviewed annually, that will document West Maui Mountains resource values and identify priority watershed management objectives.*
- 2. To consider jointly, at such places and at such intervals as may be mutually agreed upon by the PARTNERS, general programs and management of projects for the West Maui Mountains watershed.*
- 3. To determine costs of watershed management programs and projects agreed upon in #2, and join in cooperative efforts to raise outside funds for those projects.*
- 4. To develop and implement specific agreements and working plans for individual projects considered by all or some of the PARTNERS having mutual interests. Such agreements and working plans may be developed whenever appropriate.*
- 5. To enter into specific agreements between all or some of the PARTNERS, as the occasion demands, for the use of specialized equipment, hiring and supervision of personnel, transfer of funds, purchasing of supplies, and other matters pertaining to the general purposes of management agreed upon by all or some of the PARTNERS. Expenditures under this Memorandum of Understanding will be determined by specific working agreements entered into under authority of this instrument.*
- 6. That any partner may terminate their involvement in this Memorandum of Understanding by providing 90 days prior written notice to the other PARTNERS.*

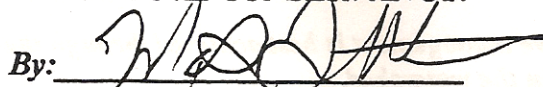
IN WITNESS WHEREOF, the PARTNERS hereto have executed this Memorandum of Understanding as of the first date above written.

**STATE OF HAWAII
DEPARTMENT OF LAND & NATURAL RESOURCES:**

By: 

Date: 11/20/98 

THE NATURE CONSERVANCY:

By: 

Date: 11/20/98

KAMEHAMEHA SCHOOLS BISHOP ESTATE:

By: [Signature]

Date: 11/20/98

MAUI COUNTY BOARD OF WATER SUPPLY:

By: [Signature]

Date: 11/20/98

C. BREWER AND COMPANY, LIMITED:

By: [Signature]

Date: 11-20-98

MAUI LAND & PINEAPPLE COMPANY, INC.:

By: Gary L. Gifford

Date: 11/20/98

AMFAC/JMB HAWAII, L.L.C.:

By: [Signature]

Date: 11/20/98

COUNTY OF MAUI:

By: [Signature]

Date: 11/20/98